

## ***Appendix F      Subdivision Street Construction Applications and Forms***

### **Subdivision Street Construction Process:**

- Applicant submits the following:
  - Copy of the recorded record plan
  - Approved construction drawings
  - For phased subdivisions, signed and sealed title sheet listing streets to be constructed in the phase
  - Proof of ownership from local land use agency
  - Security
  - Completed construction agreement, if necessary
  - Approval letter from DNREC or the DNREC approved delegated agency
  - Executed construction agreement for projects requiring third party inspection
  - Construction schedule
  - Copy of material sources
- After review and approval of the documentation and security, the Public Works Engineer may issue a Notice to Proceed, allowing the developer to proceed with construction on bonded streets.
  - Note: The Public Works Engineer may request a preconstruction meeting prior to issuance of a permit.
- After completion of work, DelDOT performs inspections
- Applicant then submits the following:
  - As-built construction plans
  - Completion letter from the local land use agency
  - Contact information letter from the maintenance association
  - Release from liabilities
- Once DelDOT is satisfied with the construction, the inspector shall recommend final acceptance and release of the security by the Public Works Engineer.

### **Applications and Forms**

Electronic versions of the following forms may be located in the Development Coordination Portal within the “Doing Business with DelDOT” portion of the DelDOT website (<http://deldot.gov/information/business/>).

**Agreement No.** \_\_\_\_\_

**CONSTRUCTION AGREEMENT**

**FOR**

**SUBDIVISION STREETS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the State of Delaware, Department of Transportation, as First Party, hereinafter sometimes referred to as DelDOT, and \_\_\_\_\_ as Second Party, hereinafter sometimes referred to as Developer, whose address is

\_\_\_\_\_  
\_\_\_\_\_.

WITNESSETH:

WHEREAS, Developer intends to construct subdivision streets in a public subdivision known as \_\_\_\_\_, a recorded subdivision in \_\_\_\_\_ and,

WHEREAS, DelDOT will assume the maintenance of the subdivision streets listed below in this Agreement following the construction by Developer as approved by DelDOT.

NOW THEREFORE, for and in consideration of the mutual covenants, hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

1. Developer shall construct the subdivision streets listed below in accordance with the approved street construction plans on or before the completion date of \_\_\_\_\_, 20\_\_\_\_:

Street Name	From	To	Length

*DelDOT Development Coordination Manual*

Developer agrees that all construction shall be in accordance with the approved construction plans, DelDOT *Standard Specifications* in force on the date of this Agreement, Special Provisions for non-standard construction items and DelDOT *Development Coordination Manual* .

2. Developer agrees to provide DelDOT with a Security Agreement using the following table:

<b>Unit Value of Security per Linear Foot (lf) Table</b>					
		Curbed Section		Uncurbed Section	
Subdivision Street Type I		\$33.00 / l.f.		\$ 23.00 / l.f.	
Subdivision Street Type II, and III		\$43.00 / l.f.		\$ 33.00 / l.f.	
Street	Limits		Length (l.f.)	Unit Value of Security (\$ / l.f.)	Security Amount (\$)
	From	To			
Sub-Total					
Add 150% of estimated cost of the roadway entrance(s) shown on the plans					
<b>TOTAL</b>					
<b>STREET CONSTRUCTION:</b>					
Type of Security:	Letter of Credit:		Escrow:		Bond:
Street Contractor:					
(Name)					
(Address)					

3. Prior to the start of construction Developer shall attend a preconstruction conference scheduled by DelDOT. No work shall begin within the dedicated right-of-way until a Notice to Proceed has been issued by DelDOT.
4. DelDOT will provide periodic inspection to ensure that construction activities are in accordance with approved plans, specifications and subdivision regulations. Developer shall provide DelDOT with access to all parts of the work and furnish such information and assistance as is required by DelDOT to make a complete and detailed inspection as described in the *Standard Specifications*. Deficient items found on periodic inspections shall be corrected by Developer to the satisfaction of DelDOT.
5. During roadway and street construction Developer agrees to control traffic in a safe manner in accordance with the *Delaware Manual on Uniform Traffic Control Devices (Delaware MUTCD)*.
6. Installation of utilities shall be in accordance with DelDOT's *Utilities Design Manual*. Developer agrees to coordinate construction with the utility companies in accordance with the requirements of DelDOT.
7. Regulatory signs and street signs shall be furnished and installed by Developer in accordance with the DelDOT *Development Coordination Manual* and the *Delaware MUTCD*. Sight triangles shall be cleared in accordance with the aforementioned Standards and Regulations.
8. DelDOT may require revisions to the construction plans due to errors or omissions, field conditions or changed circumstances.
9. Developer may make a written request to DelDOT for revisions to the approved construction plans. Such request, if approved, shall be approved by DelDOT prior to the start of the proposed construction revision.
10. Subdivision streets and the contiguous highway system shall be kept clear of mud and debris by Developer as a result of construction activities at all times.
11. Developer shall request DelDOT to make semi-final and final inspections when the construction activities are complete. Developer agrees to complete all work including those items of work listed in the semi-final inspection report to the satisfaction of DelDOT on or before the Completion Date specified in Section I of this Agreement.
12. Developer shall furnish DelDOT an as-built print of the approved construction plans with revisions annotated in red to indicate plan revisions and a copy of a letter from the County Department of Public Works stating that all construction work required by County has been completed to their satisfaction.
13. Developer shall save harmless DelDOT from all unpaid bills, debts or obligations of whatever nature owed by Developer to any person, firm, corporation, subcontractor, supplier or the like arising from the subdivision street construction.
14. Failure to complete the subdivision street construction in accordance with this Agreement shall result in forfeiture of the security furnished to DelDOT for liquidated damages and such other action as may be permitted by the State of Delaware Code. Maintenance of the subdivision streets including snow removal when greater than 4" of snow falls, listed in this Agreement shall remain the sole

responsibility of the Developer until construction shown on the approved construction plans and approved plan revisions has been completed by Developer, his heirs and assigns, and accepted by DelDOT. Following street acceptance, DelDOT shall be responsible for street maintenance.

15. The Developer and their heirs, successors, assigns and agents guarantee the streets listed in this Agreement against the failure of the pavement or drainage for three years from the date of acceptance by DelDOT. This is a good faith guarantee which shall not be cause for the DelDOT to retain the completion security, but failure to comply may be cause to require a 100 percent security in future cases.
16. This Agreement constitutes the sole understanding by and between Developer and DelDOT and nothing outside this Agreement shall be construed as an alternation, modification and/or revision hereof. This Agreement shall not be modified except in writing subscribed by both parties.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed in triplicate, the date first above written.

**FOR THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION**

Final approval for the complete construction of the aforementioned streets will be granted upon execution of Construction Agreement Number \_\_\_\_\_ and the approved construction plans.

WITNESS: \_\_\_\_\_  
Public Works Engineer

**FOR THE DEVELOPER**

WITNESS: \_\_\_\_\_  
Developer  
Developer Company  
Typed Name  
Signature  
Title

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public Signature \_\_\_\_\_

**SAMPLE LETTER OF CREDIT**

**FOR**

**SUBDIVISION CONSTRUCTION**

Bank Letterhead

Address to District Public Works Engineer in appropriate District as follows:

<b>New Castle County</b> (DelDOT Canal District) Public Works Engineer 250 Bear-Christiana Road  Bear, DE 19701  (302) 326-4679	<b>Kent County</b> (DelDOT Central District) Public Works Engineer 930 Public Safety Blvd. Dover, DE 19901 (302) 760-2433	<b>Sussex County</b> (DelDOT South District) Public Works Engineer 23697 DuPont Blvd. Georgetown, DE 19947 (302) 853-1340
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**RE: Irrevocable Commercial Letter of Credit No.** \_\_\_\_\_

\_\_\_\_\_ (*name of Development*)

in \_\_\_\_\_ County, Agreement No. \_\_\_\_\_

Dear Sir or Madam:

We hereby establish our Irrevocable Commercial Letter of Credit in favor of the State of Delaware,  
Department of Transportation as beneficiary at the request of and for an account of

\_\_\_\_\_ (Developer),

for an amount or amounts not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_).

*DelDOT Development Coordination Manual*

This Letter of Credit is subject to the following terms and conditions:

Effective Date: \_\_\_\_\_

This credit is to be available by sight draft being presented to

\_\_\_\_\_ (Name of Bank)  
at its main office at \_\_\_\_\_ (Address).

All drafts so drawn must bear the clause "Drawn Under" and the following information: Bank Name, Letter of Credit Number, and date.

The sight draft must be signed by the Director of the Division of Maintenance and Operations stating that " \_\_\_\_\_ (Developer) has failed to perform construction of the subdivision streets, in accordance with the **Construction Agreement No.** \_\_\_\_\_ and the irrevocable Letter of Credit in favor of the State of Delaware, Department of Transportation, pertaining thereto. Demand is hereby made in the amount of the enclosed draft."

This Letter of Credit will expire on \_\_\_\_\_. The bank agrees to notify the State sixty (60) calendar days prior to expiration to permit a request for an extension or to permit DelDOT to draw thereon. Bank agrees that such notice will be sent by registered mail to the appropriate Public Works Engineer as indicated in the table below and shall contain the Development name, Developer name, and County where the property is located.

<b>New Castle County</b> (DelDOT Canal District) Public Works Engineer 250 Bear-Christiana Road  Bear, DE 19701  (302) 326-4679	<b>Kent County</b> (DelDOT Central District) Public Works Engineer 930 Public Safety Blvd. Dover, DE 19901 (302) 760-2433	<b>Sussex County</b> (DelDOT South District) Public Works Engineer 23697 DuPont Blvd. Georgetown, DE 19947 (302) 853-1340
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Bank agrees that such notice would be effective only if it is sent by registered mail. In the event such notice is not given, this Letter of Credit shall automatically renew until such notice is received. It shall

then expire (60) sixty calendar days from the receipt of such notice. This credit will automatically terminate as of the date DelDOT notifies Bank that it has accepted the subject roadways for maintenance.

Except as otherwise stated herein, no modifications or revocations may be made by the undersigned to the irrevocable credit created hereby, without the express written approval of the Public Works Engineer, Delaware Department of Transportation.

All bank charges connected with this Letter of Credit are for the account of the Developer.

This Letter of Credit is neither negotiable nor assignable.

Very Truly Yours,

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(Signature)

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(Printed Name)



**SURETY AGREEMENT**  
**FOR**  
**SUBDIVISION STREET CONSTRUCTION**

KNOW ALL PERSONS by These Presents that: \_\_\_\_\_ (applicant)  
whose address is \_\_\_\_\_  
hereinafter called "Developer" and \_\_\_\_\_  
as surety legally authorized to do business in Delaware,  
whose address is \_\_\_\_\_  
hereinafter called "Surety" are held firmly bound unto the State of Delaware  
in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
(said sum being the total price agreed upon by DelDOT and the Developer for the construction as set forth  
in the **Construction Agreement No.** \_\_\_\_\_), to be paid to the State of Delaware for the use and  
benefit of DelDOT if the Developer fails to meet the conditions of this obligation.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the Developer, who is  
responsible for the construction of the subdivision streets set forth in this Agreement for the property  
known as \_\_\_\_\_,  
fails to construct such subdivision streets in accordance with the provisions of the fully executed  
Construction Agreement for subdivision streets, as determined by DelDOT, the bond shall be forfeited in  
favor of the State of Delaware. Bond forfeiture shall occur within sixty (60) days of receipt of written  
notification by DelDOT. Should the Developer complete all construction in accordance with the  
aforesaid Construction Agreement, then this obligation shall be void and of no effect, or else shall be and  
remain in full force and virtue until such subdivision streets are accepted by DelDOT.

EXECUTED by the parties hereto the day and year first herein written.

**For Surety Company:**

Attest:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Position Title)

**For Developer:**

Attest:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Position Title)

**ESCROW AGREEMENT**

**FOR**

**SUBDIVISION STREET CONSTRUCTION**

KNOW ALL PERSONS by These Presents that: \_\_\_\_\_ (applicant)

whose address is \_\_\_\_\_

and whose Employer Federal Identification Number is \_\_\_\_\_,

hereinafter call "Developer" having furnished DelDOT a certified check

in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_ )

(said sum being the total price agreed upon by DelDOT and the Developer for the construction as set forth

in the **Construction Agreement No.** \_\_\_\_\_), to be deposited into DelDOT's Escrow Account,

does hereby relinquish said amount to the State of Delaware for the use and benefit of DelDOT, to which

payment will and truly be made we bind ourselves, our successors and assigns, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOW THE CONDITIONS OF THIS OBLIGATION are such that if the Developer, who is responsible for the construction of subdivision streets set forth in this Agreement for the property known as

\_\_\_\_\_, fails to construct

such subdivision streets in accordance with the provisions of the fully executed Construction Agreement

for Subdivision Streets, as determined by DelDOT, the funds shall be forfeited in favor of the State of

Delaware. Forfeiture shall occur within sixty (60) days of receipt of written notification by DelDOT.

Should the Developer complete all construction in accordance with the aforesaid Construction

Agreement, then this obligation shall be void and of no effect, or else shall be and remain in full force and

virtue until such subdivision streets are accepted by DelDOT. Upon completion of all work to the

satisfaction of DelDOT the funds held in escrow shall be released by DelDOT upon acceptance of the

roadways.

EXECUTED by the parties hereto the day and year first herein written.

*DelDOT Development Coordination Manual*

Attest: DelDOT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Position Title)

Attest: Owner/Developer

(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Position Title)

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public Signature \_\_\_\_\_

**NOTICE TO PROCEED**

Date

Company

c/o

Address 1

Address 2

SUBJECT:

Dear Sir or Madam:

This letter shall serve as a “Notice to Proceed” with permanent road construction for \_\_\_\_\_ subdivision under Construction Agreement No. \_\_\_\_\_. All work within the subdivision shall be performed in accordance with the following documents:

- Subdivision construction drawings approved by DelDOT on \_\_\_\_\_.
- Pre-construction meeting minutes issued by DelDOT on \_\_\_\_\_.
- Construction Agreement for Subdivision Streets.
- DelDOT *Standard Specifications*.
- DelDOT *Standard Construction Details*.

Please contact DelDOT’s Public Works Engineer if you have any questions.

Sincerely,

Name  
Public Works Engineer

**RELEASE FROM LIABILITIES**

As a condition of the acceptance for maintenance by the Delaware Department of Transportation the streets specified in the **Construction Agreement No.** \_\_\_\_\_ in the subdivision known as \_\_\_\_\_ in \_\_\_\_\_ County, I, as Owner and Developer do hereby release and save harmless the Delaware Department of Transportation (DelDOT) from any and all manners of action, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands what-so-ever, in law and equity and further agree to assume the defense of any claims and pay any and all costs legally incurred by DelDOT in defense thereof arising from any actions by me or my Agents or Contractors created during the course of construction of the streets listed in the aforesaid Construction Agreement, provided such actions against DelDOT are initiated before acceptance of the streets by DelDOT or not later than six months after such date of acceptance.

The undersigned further swears and avers that there are no mechanic's liens or judgments affecting the streets of the subdivision listed in the aforesaid Construction Agreement.

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public Signature \_\_\_\_\_

Owner/Developer:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Position Title)

\_\_\_\_\_  
(Date)